

06-30-2003



102485569

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of

1. Name of conveying party(ies):
Heller Financial, Inc.

- 6-10-03
- ☐ Individual(s)
☐ General Partnership
☐ Corporation-State
☒ Other Release and Reassignment of Intellectual Property
- ☐ Association
☐ Limited Partnership

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:
- ☐ Assignment
☐ Security Agreement
☒ Other Release and Reassignment of Intellectual Property
- ☐ Merger
☐ Change of Name
- Execution Date: April 7, 2003

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)
see attached schedule

Additional number(s) attached ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Santo Manna, Esq.

Internal Address: Schulte Roth & Zabel LLP

Street Address: 919 Third Avenue

City: New York

State: NY

Zip: 10022

9. Signature.

Barbara Bauer-Padron

Name of Person Signing

DO NOT USE THIS SPACE

Barbara Bauer-Padron
Signature

June 4, 2003

Date



total number of pages including cover sheet, attachments, and document:
documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

2. Name and address of receiving party(ies)

Name: Numatics, Incorporated

Internal Address:

Address:

Street Address: 1450 N. Milford Road

City: Highland

State: MI Zip: 48357

☐ Individual(s) citizenship

☐ Association

☐ General Partnership

☐ Limited Partnership

☒ Corporation-State Michigan

☐ Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? ☒ Yes ☐ No

B. Trademark Registration No.(s)
see attached schedule

6. Total number of applications and registrations involved: ☒ Yes ☐ No

7. Total fee (37 CFR 3.41): \$ 165

☐ Enclosed

☒ Authorized to be charged to deposit account

8. Deposit account number:

500675 - Schulte Roth & Zabel

TRADEMARK FEE PROCESS
RECEIVED
2003 JUN 10 A 8:49
US PATENT & TRADEMARK OFFICE

06/27/2003 ECOOPER 00000155 500675 667200
01 FC:8521 40.00 DA
02 FC:8522 125.00 DA

CONTINUATION OF ITEM 2

Names of receiving parties:

2. Numation, Inc.
1424 Chester Industrial Parkway
Avon, OH 44011
A Michigan corporation
3. Numatics GmbH
Otto-von Guericke Strabe 14
St. Augustin, 53757
Federal Republic of Germany
A German business entity
4. Foothill Capital Corporation
140 E. 45th Street, 44th Floor
New York, NY 10017
A California corporation

SCHEDULE A
to
RELEASE OF INTELLECTUAL PROPERTY SECURITY INTERESTS

Patents and Patent Applications

Registered Patents

Connector for Plastic Tube	Reg. No. 3,817,562
Tube Assembly Tool	Reg. No. 3,952,619
Safety Lock-out Valve	Reg. No. 4,000,684
Flow Control Valve	Reg. No. 4,073,311
Water Shut-Off Valve	Reg. No. 4,742,841
Tire Inflation-Deflation System	Reg. No. 4,765,383

Patent Applications

Lock-Out Valve with Controlled Restart	Serial No. 07/462,591	Filed 1/9/90
Air Circuit for Controlling Welding Electronics	Not Available	

SCHEDULE B
to
RELEASE OF INTELLECTUAL PROPERTY SECURITY INTERESTS
Trademark and Service Mark Registrations and Applications

Federal Trademarks

NUMATICS	Reg. No. 667,283	Reg. Date 9/23/58
NUMATROL	Reg. No. 747,457	Reg. Date 4/2/63
FLEXIBLOK	Reg. No. 912,270	Reg. Date 6/8/71
NURESO	Reg. No. 929,427	Reg. Date 2/22/72
NUMASIZING	Reg. No. 1,211,033	Reg. Date 9/28/82
NUMATICS ACTUATOR	Reg. No. 1,620,822	Reg. Date 11/6/90

State Trademarks

NUMATICS	Michigan Reg. No. ID #M00-024	Renewed 5/25/00
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SCHEDULE C
to
RELEASE OF INTELLECTUAL PROPERTY SECURITY INTERESTS

Registered Copyrights

Practical Air Valve Sizing: A Practical Approach for Sizing Fixed Orifice Pneumatic Devices For Single and Double Air Cylinder Applications	A480,362	published 10/5/73
Practical Air Circuitry -- PAG 65 Manual	A857,864	published 6/1/66
Numatrol Components Catalog 66	A932,175	published 6/5/66
Numatrol Handbook NH-66	A932,176	published 7/12/66
The Numatrol Diagram -- Technical Report 502B	A866,461	published 6/1/66
Numatrol Control System for Horizontal or Overhead Arms	A722,025	published 9/27/64

SCHEDULE B
to
RELEASE OF INTELLECTUAL PROPERTY SECURITY INTERESTS

Trademark and Service Mark Registrations and Applications

Federal Trademarks

NUMATICS	Reg. No. 667,283	Reg. Date 9/23/58
NUMATROL	Reg. No. 747,457	Reg. Date 4/2/63
FLEXIBLOK	Reg. No. 912,270	Reg. Date 6/8/71
NURESO	Reg. No. 929,427	Reg. Date 2/22/72
NUMASIZING	Reg. No. 1,211,033	Reg. Date 9/28/82
NUMATICS ACTUATOR	Reg. No. 1,620,822	Reg. Date 11/6/90

RELEASE AND REASSIGNMENT OF INTELLECTUAL PROPERTY

This RELEASE AND REASSIGNMENT OF INTELLECTUAL PROPERTY (the "Release") is made and effective as of the date indicated below and is granted by Heller Financial, Inc. ("Releasor"), in favor of Numatics, Incorporated ("Numatics"), Numation, Inc. ("Numation"), Numatics GmbH (Numatics, Numation and Numatics GmbH are sometimes hereinafter collectively referred to as "Releasees") and Foothill Capital Corporation.

WHEREAS, Numatics (under its former name, Numatics Acquisition Corporation) and Releasor entered into that certain Credit Agreement dated as of November 29, 1990 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") pursuant to which certain lenders agreed to make certain revolving and term loans to Numatics;

WHEREAS, pursuant to the Credit Agreement, Numatics and Releasor entered into that Security Agreement of even date therewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") pursuant to which Numatics granted to Releasor, on behalf of certain lenders, a security interest in certain of Numatics' patents, trademarks and copyrights, applications and registrations therefore, license rights and goodwill;

WHEREAS, pursuant to the Credit Agreement and Security Agreement, Numatics executed that certain Continuing Security Interest and Conditional Assignment of Patents, Trademarks, Copyrights and Licenses dated as of November 29, 1990 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Interest Assignment") in favor of Releasor, as agent for Lenders (as defined in the Security Interest Assignment), pursuant to which Numatics granted to Releasor a continuing security interest in Numatics' entire right, title and interest in and to all of Numatics' then owned and thereafter acquired or arising Patents, Trademarks, Copyrights, Licenses (as the foregoing terms are defined in the Security Interest Assignment), the goodwill of Numatics' business connected with the use of and symbolized by the Trademarks, and the related rights set forth in Section 2 of the Security Interest Assignment including, without limitation the following:

- (i) the patents and patent applications set forth in Schedule A hereto (as such schedule may have been amended or supplemented from time to time);
- (ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (as such schedule may have been amended or supplemented from time to time); and
- (iii) the registered copyrights set forth in Schedule C hereto (as such schedule may have been amended or supplemented from time to time);

(the foregoing and Numatics' entire right, title and interest in and to all of Numatics' then owned and thereafter acquired or arising Patents, Trademarks, Copyrights, Licenses (as the foregoing terms are defined in the Security Interest

Assignment), the goodwill of Numatics' business connected with the use of and symbolized by the Trademarks, and the related rights set forth in Section 2 of the Security Interest Assignment, are collectively referred to herein as the "IP Collateral").

WHEREAS, the Security Interest Assignment was recorded at the United States Patent and Trademark Office on January 7, 1991 at Reel 0771/Frame 974 - 986 and at Reel 5562/Frame 182 - 194, and at the United States Copyright Office on August 6, 1991 at Volume 2623/Page 59 - 70;

WHEREAS, Releasees have requested that Releasor release and discharge fully the security interest in and to the IP Collateral conveyed to Releasor by Releasees pursuant to the Credit Agreement, the Security Agreement, the Security Interest Assignment and/or any other agreements (the "Security Interest") and reassign to Numatics or such other Releasee or affiliate of Numatics, as applicable, all rights in and to the IP Collateral as may have been assigned to Releasor or any Lender pursuant to the Credit Agreement, the Security Agreement, the Security Interest Assignment and/or any other agreements; and

WHEREAS, Releasor is willing to release and discharge fully the Security Interest and reassign all rights in and to the IP Collateral as requested by Releasees.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Releasor, on behalf of itself, its successors, legal representatives, assigns, and the Lenders (as defined in the Security Interest Assignment), hereby release and discharge fully the Security Interest and all other right, title and interest in and to the IP Collateral conveyed to Releasor (if any) pursuant to the Credit Agreement, the Security Agreement, the Security Interest Assignment and/or any other agreement, and Releasor hereby reassigns any and all such right, title and interest that it may have in the IP Collateral (if any) to Numatics, Numation or such other Releasee or affiliate of Numatics that owned the relevant IP Collateral at the time of the grant to Releasor pursuant to the Security Interest Assignment, as applicable. Releasor further agrees to execute and deliver to Releasees any and all further documents or instruments and do any and all further acts which Releasees (or Releasees' agents or designees) reasonably request in order to confirm this Release and Releasees' right, title and interest in and to the IP Collateral.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Releasor has caused this Release to be duly executed
as of the 7TH day of April 2003.

HELLER FINANCIAL, INC.

By: 

Name: Hugh Wilder

Title: SVP

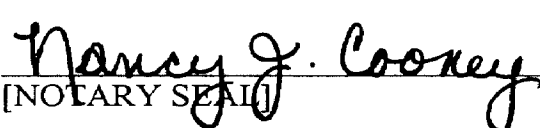
CERTIFICATE OF ACKNOWLEDGMENT

STATE OF ILLINOIS

SS.:

COUNTY OF COOK

On this 7TH day of APRIL 2003, before me, the undersigned, personally
appeared Hugh Wilder, personally known to me or proved to me on
the basis of satisfactory evidence to be the individual whose name is subscribed to the within
instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by
his/her signature on the instrument, the individual, or the person upon behalf of which the
individual acted, executed the instrument.


[NOTARY SEAL]

